

1 Mark R. Thierman, Nev. Bar No. 8285
2 Joshua D. Buck, Nev. Bar No. 12187
3 THIERMAN LAW FIRM, P.C.
4 7287 Lakeside Drive
5 Reno, Nevada 89511
6 Tel. (775) 284-1500
7 Fax. (775) 703-5027

8 Attorneys for Plaintiffs

9 Elayna J. Youchah, Nevada Bar No. 5837
10 JACKSON LEWIS LLP
11 3800 Howard Hughes Parkway
12 Suite 600
13 Las Vegas, NV 89169
14 Tel. (702) 921-2460

15 Attorney for Defendant New Castle Corp.
16 dba Excalibur Hotel & Casino

17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

TENISHA MARTIN, ANNA FICKEN and
DIANE KOHN, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

RAMPARTS, INC. DBA LUXOR HOTEL &
CASINO, and DOES 1-50,

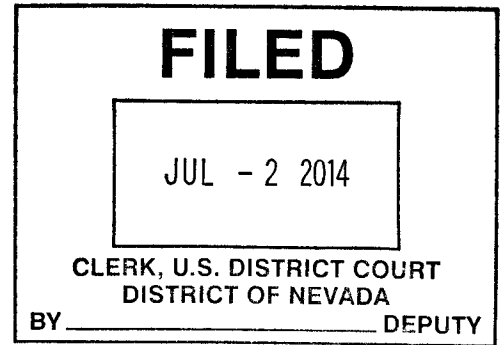
Defendant.

Case No. 2:13-cv-00736-APG-VCF

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced putative class action ("Action") having come before the Court on July 2, 2014, for a hearing and this Final Order Approving Class Action Settlement and Judgment ("Court's Final Order and Judgment"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered April 4, 2014, and as set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and Defendant ("Stipulation of Settlement" or "Settlement") in the Action, and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered



1 all papers filed and proceedings had herein and otherwise being fully informed and good cause
2 appearing therefore, it is hereby ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

3 1. All terms used herein shall have the same meaning as defined in the
4 Stipulation of Settlement.

5 2. This Court has jurisdiction over the subject matter of this Action and over
6 all Parties to this Action, including all Class Members.

7 3. Distribution of the Notice and the Exclusion Form directed to the Class
8 Members as set forth in the Stipulation of Settlement and the other matters set forth therein have
9 been completed in conformity with the Preliminary Approval Order, including individual notice
10 to all Class Members who could be identified through reasonable effort, and as otherwise set forth
11 in the Stipulation of Settlement. The Notice provided due and adequate notice of the proceedings
12 and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation
13 of Settlement, to all persons entitled to such Notice, and the Notice fully satisfied the
14 requirements of due process. All Class Members and all Released Claims are covered by and
15 included within the Settlement and the Court's Final Order and Judgment.

16 5. The Court hereby finds the Settlement was entered into in good faith. The
17 Court further finds that Plaintiffs have satisfied the standards and applicable requirements for
18 final approval of this class action settlement.

19 6. The Court hereby approves the Settlement set forth in the Stipulation of
20 Settlement and finds the Settlement is, in all respects, fair, adequate and reasonable, and directs
21 the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
22 has been reached as a result of intensive, serious and non-collusive, arms-length negotiations.
23 The Court further finds the Parties have conducted extensive and costly investigation and
24 research, and counsel for the Parties are able to reasonably evaluate their respective positions.
25 The Court also finds the Settlement at this time will avoid additional substantial costs, as well as
26 avoid the delay and risks that would be presented by the further prosecution of the Action. The
27 Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the
28 significant value to the Class Members. The Court also finds the Class is properly certified as a

1 class for settlement purposes only. The Court also hereby finds there were no objections to the
2 Settlement filed prior to or raised by any person on the record at the Final Approval Hearing that
3 change the Court's decision to approve the Settlement.

4 7. As of the date of the Court's Final Order and Judgment, each and every
5 Class Member is and shall be deemed to have conclusively released the Released Claims as
6 against the Released Parties. As of the date of the Court's Final Order and Judgment, each and
7 every Class Member who has not submitted a valid Request for Exclusion hereby releases and is
8 forever barred and enjoined from instituting or prosecuting the Released Claims, except as to such
9 rights or claims as may be created by the Settlement, against the Released Parties from April 9,
10 2010 up to and including the date of the Court's Final Order and Judgment. In addition, as of the
11 date of the Court's Final Order and Judgment, each Class Member who has not submitted a valid
12 Request for Exclusion is forever barred and enjoined from instituting or accepting damages or
13 obtaining relief against the Released Parties relating to the Released Claims from April 9, 2010
14 up to and including the date of the Court's Final Order and Judgment.

15 8. Neither the Settlement nor any of the terms set forth in the Stipulation of
16 Settlement is an admission by the Released Parties, nor is the Court's Final Order and Judgment
17 Dismissing a finding of the validity of any claims in the Action or of any wrongdoing by the
18 Released Parties. Neither the Court's Final Order and Judgment, the Stipulation of Settlement,
19 nor any document referred to herein, nor any action taken to carry out the Stipulation of
20 Settlement is, may be construed as, or may be used as, an admission by or against the Released
21 Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the
22 Stipulation of Settlement, and any negotiations or proceedings related thereto, shall not in any
23 event be construed as, or deemed to be evidence of, an admission or concession with regard to the
24 denials or defenses by the Released Parties, and shall not be offered in evidence in any action or
25 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other
26 than to enforce the provisions of the Court's Final Order and Judgment, the Stipulation of
27 Settlement, the Released Claims, or any related agreement or release. Notwithstanding these
28 restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding,

1 the Court's Final Order and Judgment, the Stipulation of Settlement, and any other papers and
2 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
3 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
4 the Released Claims.

5 9. The Court hereby enters judgment in the Action, as of the date of entry of
6 the Court's Final Order and Judgment, pursuant to the terms set forth in the Stipulation of
7 Settlement. Without affecting the finality of the Court's Final Order and Judgment in any way,
8 the Court hereby retains continuing jurisdiction over the interpretation, implementation and
9 enforcement of the Settlement, and all orders entered in connection therewith.

10 10. The Court hereby finds the settlement payments provided for under the
11 Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore, orders
12 the calculations and the payments to be made and administered in accordance with the terms of
13 the Settlement.

14 11. The Court hereby confirms Thierman Law Firm, P.C. as Class Counsel in
15 the Action.

16 12. Pursuant to the terms of the Settlement, and the authorities, evidence and
17 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
18 the amount of \$334,000.00, and attorney costs in the amount of \$2,500, to be deducted and paid
19 from the Maximum Settlement Amount, as final payment for and complete satisfaction of any and
20 all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or
21 entity related to the Action. The Court further orders that the award of attorneys' fees and costs
22 set forth in this Paragraph shall be administered pursuant to the terms of the Stipulation of
23 Settlement, and transferred and/or made payable to Class Counsel in the Action.

24 13. The Court also hereby approves and orders Enhancement Awards to Class
25 Representatives Tenisha Martin, Anna Ficken, and Diane Kohn in the amount of \$20,000 each to
26 be paid from the Maximum Settlement Amount as set forth in the Stipulation of Settlement.

27 14. The Court also hereby approves and orders payment from the Class
28 Settlement for actual claims administration expenses incurred by the Claims Administrator, CPT

1 Group, to be paid from the Maximum Settlement Amount as set forth in the Stipulation of
2 Settlement.

3 15. The Court also hereby finds and orders that the Stipulation of Settlement is
4 and constitutes a fair, reasonable and adequate compromise of the Released Claims against the
5 Released Parties.

6 16. Provided the Settlement becomes effective under the terms of the
7 Stipulation of Settlement, the Court also hereby orders the deadline for mailing or otherwise
8 delivering the Court-approved Settlement Awards, attorneys' fees and costs, and Enhancement
9 Awards is as set forth in the schedule within the Preliminary Approval Order.

10 **IT IS SO ORDERED.**

11
12 Dated: July 2, 2014

13 
14 _____
15 Honorable Andrew P. Gordon
16 Judge of the United States District Court

17 4849-5187-3304, v. 1
18
19
20
21
22
23
24
25
26
27
28